

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W911AR-4224-0001		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-05-T-0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOANNE W. EDWARDS				b. TELEPHONE NUMBER (No Collect Calls) 502-624-8062	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7011 SIZE STANDARD: \$6 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO STAFF CHAPLAIN CHAPLAIN SAMUEL LEE ATZK CH BLDG 1310A THIRD AVE FORT KNOX KY 40121-5000 TEL: 502-624-5255 FAX: 502-624-8543		CODE W22CBT33		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

NAICS 721110 applies to this requirement.

PLEASE FURNISH THE FOLLOWING INFORMATION:

DUNS Number: _____

CAGE Code: _____

TAX ID Number: _____

FAX Number: _____

ITEM NO
0001

LODGING, CONFERENCE ROOMS AND CATERING SERVICE FOR
BUILDING STRONG AND READY FAMILIES (BSRF) DURING THE
PERIOD 1 DECEMBER 2004 THROUGH 30 SEPTEMBER 2005
PURCHASE REQUEST NUMBER: W911AR-4224-0001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	SINGLE ROOMS PRICE PER ROOM, PER NIGHT	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	DOUBLE ROOMS PRICE PER ROOM, PER NIGHT	105	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	CATERED LUNCH	300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD	CONFERENCE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF	CHILDCARE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG	SUITE FOR TRAINERS	6	Each	\$_____	\$_____

**TOTAL ESTIMATED AMOUNT FOR THE BASE PERIOD
CLINS 0001-0001AG**

\$ _____

ITEM NO

0002

OPTION

LODGING, CONFERENCE ROOMS AND CATERING SERVICE FOR
BUILDING STRONG AND READY FAMILIES (BSRF) DURING THE
PERIOD 1 OCTOBER 20045 THROUGH 30 SEPTEMBER 2006
PURCHASE REQUEST NUMBER: W911AR-4224-0001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA OPTION	SINGLE ROOMS PRICE PER ROOM, PER NIGHT	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB OPTION	DOUBLE ROOMS PRICE PER ROOM, PER NIGHT	105	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AC OPTION	CATERED LUNCH	300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AD OPTION	CONFERENCE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AF OPTION	CHILDCARE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AG OPTION	SUITE FOR TRAINERS	6	Each	\$_____	\$_____

**TOTAL ESTIMATED AMOUNT FOR THE FIRST OPTION PERIOD,
CLINS 0002-0002AG**

\$_____

ITEM NO
0003
OPTION

LODGING, CONFERENCE ROOMS AND CATERING SERVICE FOR
BUILDING STRONG AND READY FAMILIES (BSRF) DURING THE
PERIOD 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007
PURCHASE REQUEST NUMBER: W911AR-4224-0001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA OPTION	SINGLE ROOMS PRICE PER ROOM, PER NIGHT	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB OPTION	DOUBLE ROOMS PRICE PER ROOM, PER NIGHT	105	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC OPTION	CATERED LUNCH	300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AD OPTION	CONFERENCE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AF OPTION	CHILDCARE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AG OPTION	SUITE FOR TRAINERS	6	Each	\$_____	\$_____

**TOTAL ESTIMATED AMOUNT FOR THE SECOND OPTION PERIOD,
CLINS 0003-0003AG**

\$_____

ITEM NO
0004
OPTION

LODGING, CONFERENCE ROOMS AND CATERING SERVICE FOR
BUILDING STRONG AND READY FAMILIES (BSRF) DURING THE
PERIOD 1 OCTOBER 2007 THROUGH 30 SEPTEMBER
PURCHASE REQUEST NUMBER: W911AR-4224-0001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AA OPTION	SINGLE ROOMS PRICE PER ROOM, PER NIGHT	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AB OPTION	DOUBLE ROOMS PRICE PER ROOM, PER NIGHT	105	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AC OPTION	CATERED LUNCH	300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AD OPTION	CONFERENCE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AF OPTION	CHILDCARE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AG OPTION	SUITE FOR TRAINERS	6	Each	\$_____	\$_____

**TOTAL ESTIMATED AMOUNT FOR THE THIRD OPTION PERIOD,
CLINS 0004-0004AG** \$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005 OPTION	LODGING, CONFERENCE ROOMS AND CATERING SERVICE FOR BUILDING STRONG AND READY FAMILIES (BSRF) DURING THE PERIOD 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009 PURCHASE REQUEST NUMBER: W911AR-4224-0001		Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AA OPTION	SINGLE ROOMS PRICE PER ROOM, PER NIGHT	30	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AB OPTION	DOUBLE ROOMS PRICE PER ROOM, PER NIGHT	105	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AC OPTION	CATERED LUNCH	300	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AD OPTION	CONFERENCE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AF OPTION	CHILDCARE ROOM	6	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AG OPTION	SUITE FOR TRAINERS	6	Each	\$_____	\$_____

**TOTAL ESTIMATED AMOUNT FOR THE FOURTH OPTION PERIOD,
CLINS 0005-0005AQG**

\$_____

**TOTAL ESTIMATED AMOUNT FOR THE BASE PERIOD AND
ALL OPTION PERIODS**

\$_____

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical: Technical proposals will be evaluated on facility quality and quality contro. This factor will be evaluated by reviewing the offeror's proposal and site inspection, if necessary.

Past Performance: Past performance information will be evaluated by reviewing the offeror's proposal and by contacting references provided. An offeror showing no relevant past performance relating to this request for proposal will not be evaluated favorably or unfavorably. He/she will receive a neutral performance rating.

Price

Technical and past performance, when combined, are significantly more important than price. The closer the final evaluated technical and past performance factors of the acceptable offers are to one another, the greater shall be the importance of the price factor in making the award decision

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

NA (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (MAR 1999) to 52.219-5.

NA (iii) Alternate II to (JUNE 2003) 52.219-5.

NA (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-6.

NA (iii) Alternate II (MAR 2004) of 52.219-6.

NA (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

NA (iii) Alternate II (MAR 2004) of 52.219-7.

NA (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9

NA (iii) Alternate II (OCT 2001) of 52.219-9.

NA (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

NA (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

NA (ii) Alternate I (JAN 2004) of 52.225-3.

NA (iii) Alternate II (JAN 2004) of 52.225-3.

NA (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

NA (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

NA (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

NA (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐_NA___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐_NA___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐_NA___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐_NA___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐_NA___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐_XX___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐_NA___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐_NA___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐_NA___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐_NA___ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐_NA___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐_NA___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐_NA___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐_NA___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐_NA___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☐_NA___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐_NA___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐_XX_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐_NA_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐_XX_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐_NA_ Alternate I) (MAR 2000)
(☐_NA_ Alternate II) (MAR 2000) (☐_XX_ Alternate III (May 2002).

☐_NA_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

SOLICITATION METHOD

This solicitation is issued as a commercial acquisition using simplified acquisition procedures in accordance with Federal Acquisition Regulation (FAR) parts 12, 13, and 15.

PROPOSAL SUBMITTAL INSTRUCTIONS

The offeror shall submit the original and two copies of the proposal to Directorate of Contracting, Attn: Contracting Officer (W9124D-05-T-0009), Building 1109B, Room 250, Fort Knox, Kentucky 40121-5000. The original and two copies of the proposal must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment.

GENERAL PROPOSAL INFORMATION

The government is not liable for any costs incurred by the offerors in submitting offers in response to this solicitation. Proposals from unsuccessful offerors shall not be returned to the offeror. One copy of the proposal will be retained in the solicitation file and the government will destroy remaining copies. The government will not issue any certification of destruction.

ACCEPTANCE OF PROPOSALS

The government reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth or referenced in this solicitation and which demonstrate an understanding of the scope of the project.

PRE-PROPOSAL QUESTIONS

Offerors must submit any questions regarding this solicitation/statement of work in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to the proposal due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the Directorate of Contracting, Fort Knox, Kentucky.

PROPOSAL FORMAT AND CONTENT

All offerors are required to submit a proposal with, as a minimum, the content specified herein. Proposals without the specified minimum content may be judged unacceptable.

A. The offeror shall submit the original proposal and two copies. The proposal shall consist of the following sections and shall be bound in such a fashion that the government can detach sections without tearing pages:

Section I - Solicitation Documents

Section II - Technical Proposal

Section III - Past Performance Information

B. Section I - Solicitation Documents: This section shall contain -

1. Standard Form 1449, duly executed by an official authorized to bind the company;
2. The prices in the bid schedule;
3. Completed representations and certifications

C. Section II - Technical Proposal: This section is limited to 30 pages. The proposal shall indicate a comprehension of technical requirements of the solicitation. Comprehension is indicated by the information provided on the proposed facility. The proposal shall contain, at a minimum, the following:

1. Complete description of the facilities proposed, to include, but not limited to, room description (to include type of bed(s), smoking or non-smoking); guest room amenities (such as: cable/satellite television, air conditioning, hair dryer, ironing board and iron); description of available conference room space; proximity to Fort Knox, KY. The offeror shall make the facilities available for inspection by the government.
2. Complete description of the breakfast buffet to be provided in accordance with paragraph 1.7 of the Performance Work Statement; and a complete description of the proposed catered lunch.
3. Complete description of the proposed childcare services.
4. Current standards for sanitation and cleanliness and how these standards will be maintained throughout the contract period.
5. Quality control plan that includes, but is not limited to, methods for identifying, preventing, and correcting contract deficiencies and the method for documenting and enforcing quality control. This plan shall become a part of the contract and shall remain effective during the entire contract period. Any changes shall be approved by the Contracting Officer prior to implementation.
6. Any other narrative or other information the offeror may wish to provide (e.g., other amenities, such as guest laundry services, in-room refrigerator, proximity to restaurants, shopping areas, and entertainment establishments).

D. Section III - Past Performance: The proposal shall include information on the offeror's general background, experience and qualifications in performing similar services and the quality of service. Information shall include a point of contact/reference with telephone number. The offeror shall also provide the point of contact and telephone number for the customer. The offeror may identify additional points of contact. The offeror may also describe any quality awards or certifications that indicate possession of a high-quality process for providing the services required. Include information on what segment of the company received the award or certification and describe when it was bestowed.

The government may use past performance information obtained from other than those sources identified by the offeror and the information obtained will be used for both the responsibility determination and the best value decision.

BASIS FOR AWARD

A. The government will award a contract to the offeror representing the best value to the government. Contract award will be made to the responsible offeror whose offer, conforming to the RFP, will be most advantageous to the government, with consideration of price and other evaluation factors specified in FAR clause 52.212-2 "Evaluation Commercial Items".

B. Discussions or Negotiations: It is the government's intent to award without discussions. Discussions, if any, will be conducted in accordance with FAR 52.212-1 and final offers will be evaluated in accordance with factors as were the initial offers.

CONTRACT PERIOD

Any contract awarded as a result of offers under this solicitation shall extend from 1 December 2004 or date of contract award, whichever is later, through 30 September 2005, both dates inclusive, unless sooner terminated under the terms of the contract, with an option by the government to enter into an extension to the basic contract, with total performance not to exceed five years and six months.

PAYMENT

Quantities in this contract are estimates only, based on the best information currently available to the government. The government will pay the contractor, upon submission of proper invoices, the prices stipulated in this contract for actual services received and accepted, less any deductions provided in the contract.

INVOICES

The contractor shall submit invoices monthly, identifying the contract number, for services rendered to the address located in block 18a of the Standard Form 1449. All invoices must contain some sort of identifying invoice/account number along with the delivery order and/or contract number. Failure to do so will result in delay of payment.

PAYMENT STATUS INQUIRY

Contract payment status may be found online at www.dfas.mil Select Money Matters – Vendor Pay Inquiry System – from the main menu. On the next screen, select Non-MOCAS System Query by contract Number, EFT Trace Number, Check Number, Duns Number, or Cage Code.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, Building 1109B, Fort Knox, Kentucky 40121-5000. Changes in or deviation from the Performance Work Statement shall not be effected without a written modification to the contract executed by the Contracting Officer.

INSPECTION

Inspection of services to be furnished hereunder will be made by the Commander, Office of the Staff Chaplain, Fort Knox, Kentucky, or his authorized representative.

WAGE DETERMINATION

U.S. Department of Labor Wage Determination 94-2223 (Rev 22), dated 7/8/2004 is attached hereto and is made a part of this solicitation and any resultant contract.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In accordance with FAR Clause 52.222-42 “Statement of Equivalent Rates for Federal Hires”, incorporated into this contract by reference at paragraph (c) of FAR Clause 52.212-5 “Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items”, the following information is furnished:

This statement is for information only. It is not a Wage Determination.

Employee Class	Monetary Wage-Fringe Benefit
Desk Clerk	\$12.20 – 29.65%
Food Service Worker	\$12.70 – 29.65%
Maid or Houseman	\$11.60 – 29.65%

PERFORMANCE WORK STATEMENT

All work shall be performed in accordance with the "Performance Work Statement for Lodging and Training Site for Building Strong and Ready Families, Fort Knox, KY", dated October 2004, attached hereto.

PERFORMANCE WORK STATEMENT
FOR
LODGING AND TRAINING SITE
FOR
BUILDING STRONG AND READY FAMILIES
FORT KNOX, KY

October 2004

Section 1
GENERAL REQUIREMENTS

1.1 Scope of Work The contractor shall furnish facilities, furniture, equipment, supplies, management, supervision, and labor to provide training site for trainers, students and family members attending Building Strong and Ready Families (BSRF) at Fort Knox, KY. The contractor shall provide services in accordance with this Performance Work Statement (PWS).

1.1.1 Provide single and/or double occupancy hotel/motel rooms. Hotels must be at least 30 miles away from and no further than 40miles from the main hotel entrance to the Wilson Road Entrance Gate to Fort Knox, KY.

1.1.2 Provide parking for those personnel who arrive in privately owned vehicles and are provided rooms in accordance with this contract. Provide parking for government-owned vehicles to include a passenger bus.

1.1.3 Subcontracting The contractor shall furnish lodging at a location specified in the contract. The contractor shall not subcontract to any other establishment or any other location not specified in the contract without prior written approval of the Contracting Officer. Establishments proposed for subcontracting shall meet all of the terms, conditions, and specifications of services in the contract.

1.1.4 Services may be required on other days than scheduled due to emergency situations, such as inclement weather or military mission. The government will normally provide advance notice to the contractor for required services. Failure by the government to provide such advance notice will not be grounds for a claim for additional compensation by the contractor. Unscheduled services shall be at the same price as scheduled services.

1.2 The contractor shall reserve requested rooms until 6:00 PM each evening. Rooms shall be assigned within fifteen minutes after arrival at the lodging facility. The contractor shall provide services to personnel arriving later than 6:00 PM. The government will provide the contractor with advance notice of late arrivals, barring unforeseen events (e.g., weather and emergency situations).

1.2.1 All trainers, students and family members shall be lodged in the same hotel/motel.

1.2.2 The contractor shall provide smoke-free rooms when requested. When necessary to place a non-smoker in a smoking room, the contractor shall clean the room in order to minimize the smoke odor. Cleaning may include, but is not limited to, changing bed linens and draperies, chemical removal of odors, and ozone/air cleaning processes.

1.2.3 Payment will be made for the actual number of rooms ordered, unless a room is canceled prior to 6:00 PM, local time, on the day of scheduled arrival. Personnel not projected will be provided services at the same price as those projected.

1.3 All personnel who arrive at the hotel shall be provided services. Personnel who arrive at the hotel on an earlier date than scheduled will be responsible for all charges incurred prior to the scheduled arrival date (to include room charge).

1.3.1 The BSRF event will typically occur on a Friday and Saturday. Additionally, military trainers may arrive approximately one day prior to the arrival of the students and family members. The contractor shall provide services to the military trainers at the same price as the students and family members.

1.3.2 The contractor shall offer the same room prices to participants in the BSRF if they choose to stay for additional nights at their own expense.

1.4 In addition to military trainers, civilian trainers may be scheduled by the government to stay in the hotel/motels. These are government civilian employees or volunteers who perform the same duties as the military trainers.

1.5 The contractor shall provide a suite to include, as a minimum, a sleeping room with two queen-size beds and a room to be used as a storage area. The sleeping room will be used for a maximum of two people. The storage area may be used to store boxes of items such as, but not limited to, welcome bags, supplies, computer equipment, audio visual equipment.

1.6 The contractor shall provide a continental breakfast consisting of, at a minimum, fresh fruits, cereals, toast, caffeinated and decaffeinated coffee, tea, milk, and assorted juices. Breakfast shall be available beginning at 7:00 AM through 8:30 AM, Thursday through Sunday. The breakfast area shall accommodate a minimum of 35 people. This continental breakfast shall be provided at no additional cost.

1.7 Conference Rooms with Catering Service

1.7.1 The contractor shall provide a conference room with catering service for approximately two lunch meals and one breakfast meal and meetings for a period of approximately 9 hours. Two luncheons/breakfast meals/meetings will be attended by a maximum of 45 people. Tables and chairs shall be arranged in rows for training and round tables for meals. The room(s) must have electrical outlets available for a government furnished laptop computer and LCD (Infocus) projector, as well as space for a projection screen.

1.7.2 The contractor shall provide a breakfast buffet to include, as a minimum, an assortment of bagels, croissants, muffins, pastries, cream cheese, butter/margarine, jelly, fresh fruit, assorted juices, milk, and caffeinated and decaffeinated coffee for the function/meeting attendees in paragraph 1.7.1.

1.8 Conference Rooms

1.8.1 The contractor shall provide one conference room to accommodate training sessions to be held from 8:45 AM until 5:00 PM on the first day and 8:45 AM until 3:30 PM on the second day.

1.8.2 The conference room utilized for training must contain electrical outlets for government-furnished laptop computer, LCD (Infocus) projector, audio visual equipment, VCR, and projection screen. The conference room must contain a podium, extension cord, microphone and chalkboard or whiteboard. The conference room will be required periodically for a period of approximately two days and must accommodate a maximum of 45 people. Training session participants will be seated at times and may require additional space in the conference room for break-out sessions.

1.8.3. Conference room may double as catering area if large enough space exists and training is not interrupted.

1.8.4. Conference rooms shall be set up with beverage service to include, at a minimum, coffee, water, and juice in the morning, and water, juice and soft drinks in the afternoon.

1.9 The contractor shall provide ample parking/loading area to accommodate one large passenger bus.

1.10 **Childcare Room**

1.10.1 The contractor shall provide a room for childcare on-site for the children of personnel attending the BSRF.

1.10.2 The contractor shall provide snacks and lunches for the children in childcare.

1.11 **Security** The contractor shall provide a security plan to the Contracting Officer for approval no later than ten days after contract award. The plan shall include procedures to be taken by the contractor to ensure a safe and crime free environment. The plan will be reviewed and returned to the contractor, by the Contracting Officer, within ten days after receipt. If unapproved, the contractor shall return a revised plan to the Contracting Officer within five days.

1.12 **Liability** The government assumes no liability for any damage caused by military personnel, trainers and family members.

1.13 **Quality Assurance** The government will monitor contractor performance under this contract using the Quality Assurance Evaluator's Surveillance Plan.

1.13.1 The Contracting Officer, or his duly appointed representative, may inspect the contractor's facilities for compliance with state and local health, sanitation, and fire prevention standards and to ensure that accommodations are being furnished in accordance with the contract. Inspections may be announced or unannounced.

1.13.2 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with the government's Quality Assurance Surveillance Plan (QASP).

1.14 **Courtesy** The contractor's employees shall be courteous to all persons served under the contract. Courtesy rendered shall be equal to that rendered to any other customer and equal to that expected of any public lodging facility. Military personnel (students), family members and trainers shall be provided with services and consideration equal to those provided to any other customer.

1.15 **Contractor's Representative** The contractor shall provide the Contracting Officer the name and telephone number of an individual to act as the Contractor Representative within five (5) calendar days after contract award. The Contractor Representative shall be the point of contact for the government and shall have the authority to act or make decisions for the contractor on all matters pertaining to this contract. The contractor shall notify the Contracting Officer, in writing, of changes in the Contractor Representative no later than five (5) working days prior to said change.

Section 2 DEFINITIONS/ACRONYMS

2.1 **Trainers** Primarily military personnel who perform some function as staff members to support the Building Strong and Ready Family's training course.

2.2 **Contract Discrepancy** A failure of the contractor to perform in accordance with contract requirements and specifications.

2.3 **Contract Discrepancy Report (CDR)** A report used to document unsatisfactory contractor performance. The CDR requires the contractor to explain, in writing, why performance is unsatisfactory; how performance shall return to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

2.4 **Contracting Officer** A person duly appointed with the authority to enter into and administer contracts on behalf of the government. This term includes the Contracting Officer's Representative acting within the limits of his written authority as delegated by the Contracting Officer.

2.5 **Contracting Officer's Representative (COR)** An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer.

2.6 **Day** A day is a calendar day, Monday through Sunday.

2.7 **BSRF** Building Strong and Ready Families

2.8 **Quality Assurance Evaluator (QAE)** A government representative responsible for performing surveillance and inspection of contractor performance.

2.9 **Quality Assurance Evaluator's Surveillance Plan** A written document used by the government for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor's performance.

Section 3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 Reserved

Section 4 CONTRACTOR-FURNISHED PROPERTY

4.1 The contractor shall furnish all facilities, equipment, supplies, management, supervision, and labor required to perform services, except that specifically identified as government-furnished property in Section 3.

4.2 The contractor shall provide air conditioning, cable or satellite television, coffee maker, hair dryer, ironing board, and iron to all guests in their rooms.

Section 5 SPECIFIC TASKS

5.1 **General**

5.1.1 The sleeping facilities furnished shall be solely on the basis of one individual or family unit to a room.

5.1.2 Accommodations, services, and privileges normally extended to any guest of the establishment shall also be given to trainers, students and family members staying at the establishment.

5.1.3 Single or double occupancy rooms shall be provided to all trainers, students and family members as specifically requested by the senior trainer.

5.1.4 The contractor shall provide wake-up service.

5.2 Fire and Safety The contractor shall comply with all applicable federal, state, and local fire and safety codes and regulations.

5.3 Miscellaneous Services The government will not be responsible for any miscellaneous charges incurred by trainers, students or family members. The contractor shall explain to each trainer, student and family member that miscellaneous charges (such as telephone charges, pay-per-view movies, room service, etc.) are not covered by the contract and will be charged to and paid by the individual. The contractor shall provide information to the trainers, students and family members on services available under the contract.

TECHNICAL EXHIBIT 1

DELIVERABLES

SECTION	TITLE	FORMAT	REQUIRED DATE	FREQUENCY	NO. OF COPIES	DISTRIBUTION
1.11	Security Plan	Written	Within 10 days after contract award	Initially and upon change	1	Contracting Officer
1.15	Designation of Contractor's Representative	Written	Within 5 days after contract award	Initially and upon change	1	Contracting Officer

TECHNICAL EXHIBIT 2
QUALITY ASSURANCE EVALUATOR'S SURVEILLANCE PLAN
FOR
TRAINING SITE
FOR
BUILDING STRONG AND READY FAMILIES TRAINING
FORT KNOX, KY

FOR INFORMATION PURPOSES ONLY

This Quality Assurance Evaluator's Plan is neither a part of the solicitation nor will it be made a part of any resulting contract. The government reserves the right to change or modify inspection methods.

Section 1
INTRODUCTION

1.1 This Surveillance Plan has been developed and designed to aid the Quality Assurance Evaluator (QAE) in providing effective and systematic surveillance of all aspects of the contract. This plan provides for monitoring all contract requirements through checklist surveillance.

1.2 The objective of this surveillance plan is to evaluate how the contractor is performing in key areas. The government is primarily interested in the final product or service the contractor is providing and not in details of how he is doing it.

Section 2
HOW TO USE THE SURVEILLANCE PLAN

2.1 The QAE is responsible for using the surveillance plan.

2.2 It is the QAE's responsibility to perform surveillance to verify contract tasks are being satisfactorily performed in compliance with contract specifications. The checklist included at Section 4 of the Surveillance Plan will be used to record information pertaining to each inspection. The Contracting Officer must be able to observe the QAE's performance by review of these inspection checklists. The government should be able to track from the checklist to the contract administrator's actions, payment deductions or other actions as necessary, described on a Contract Discrepancy Report (CDR).

2.3 Checklists will be prepared for each inspection and will be used to record information on observation and defects. These documents will then become formal government records for later reference. Discrepancies detected during the course of surveillance will require corrective action by the contractor. Specifics concerning any errors should be recorded on the back of the checklists. The QAE should verbally tell the contractor's representative when discrepancies are found and ask him to correct the problem. A notation will be made on the checklist of the date and time the deficiency was discovered and the date and time the contractor's representative was notified. The contractor's representative should be asked to initial this entry.

2.4 If at the conclusion of the inspection the contractor's performance is judged unsatisfactory due to his failure to correct deficiencies and/or failure to comply with the contract specifications, the contractor will be given a CDR. The QAE will prepare the CDR for signature of and release by the Contracting Officer. When completed and signed, the CDR along with the checklists become documentation supporting payment, reduced payment, nonpayment or other actions as necessary. At the end of each inspection, the QAE will notify the Contracting Officer in writing if contract performance was satisfactory or unsatisfactory. Unsatisfactory determination requires written documentation to include inspection checklists to support the unsatisfactory rating. Recommended deductions in payment will include the method used to compute the proposed amount.

2.5 During the course of the contract period, the QAE may receive customer complaints about the quality of service. Procedures for use of the Customer Complaint Record are at Section 3. Each complaint received will be validated by the QAE.

2.6 Revisions to this surveillance plan are the joint responsibility of the QAE and the Contracting Officer.

Section 3
CUSTOMER COMPLAINT GUIDE

3.1 Complaints will be used as additional evidence that performance was lacking. Complaints will not, in themselves, be counted against the contractor's performance standards for purposes of payment deductions.

3.2 When a complaint is received, the QAE will complete a customer complaint record (see 3.4) and investigate the complaint. If the QAE is satisfied the complaint is valid, he will notify the contractor of the defect. The contractor will be required to correct valid complaints of performance not in compliance with the contract.

3.3. The QAE will retain the complaint form in the QAE files. A copy of all validated complaints will be forwarded to the Contracting Officer at the end of each month.

3.4. Sample of Customer Complaint Record is attached.

CUSTOMER COMPLAINT RECORD

DATE AND TIME OF COMPLAINT: _____

SOURCE OF COMPLAINT:

NATURE OF COMPLAINT:

VALID COMPLAINT: **YES ()** **NO ()**

CONTRACT REFERENCE:

DATE AND TIME CONTRACTOR INFORMED OF COMPLAINT:

ACTION TAKEN BY CONTRACTOR:

Section 4

SURVEILLANCE ACTIVITY CHECKLIST

4.1. Surveillance of services will be conducted by use of surveillance activity checklists. Inspection checklists will be retained in the QAE's files and forwarded to the Contracting Officer at the end of the contract period for inclusion in the contract file.

4.2. Sample of checklist is attached.

SURVEILLANCE ACTIVITY CHECKLIST

Date _____

Contract Requirement	Paragraph Number	Method of Surveillance	Date Accomplished	Where Accomplished	Compliance

QAE'S SIGNATURE

TECHNICAL EXHIBIT 3
CONTRACT ADMINISTRATOR'S SURVEILLANCE PLAN
FOR
TRAINING SITE
FOR
BUILDING STRONG AND READY FAMILIES TRAINING
FORT KNOX, KY

FOR INFORMATIONAL PURPOSES ONLY

This contract administrator's surveillance plan is not a part of the solicitation nor will it be made a part of any resulting contract. The government reserves the right to change or modify inspection methods.

Section 1
INTRODUCTION

1.1 This Contract Administrator's Surveillance Plan has been developed to aid in providing effective and systematic surveillance of this contract. This plan is to be used in conjunction with the Quality Assurance Evaluator's Surveillance Plan.

1.2 While the QAE may inspect the contractor's performance and document noncompliance actions, only the Contracting Officer may take formal action against the contractor for unsatisfactory performance. Part 2 of this plan "Government Actions for Contractor Deficiencies" lists actions to be taken by the Contracting Officer when contractor deficiencies are discovered.

Section 2
GOVERNMENT ACTIONS FOR CONTRACTOR DEFICIENCIES

2.1 The actions listed below are the normal steps to be taken when the contractor's performance is found deficient by the QAE. When the contractor's performance fails to conform to the requirements of the contract and formal action is contemplated, the QAE and the Contracting Officer will meet to determine if the action is appropriate for the specific circumstances. If a decision is reached not to take the action listed, the reasons will be documented. The Contracting Officer must indicate agreement with the decision by signing the Contract Discrepancy Report, or other decision documentation.

2.2 Normally, the QAE will verbally tell the contractor's representative of discrepancies the first time and ask the contractor to correct the problem. A notation will be made on the tally checklist of the date and time the deficiency was discovered and the date, time, and name of the contractor's representative notified.

2.3 When the contractor is responsible for unsatisfactory performance, a Contract Discrepancy Report (CDR) will be issued to the contractor. Any discrepancies caused by the government will not be counted against the contractor's performance. When the government has caused the contractor to perform in an unsatisfactory manner, a letter will be written to the responsible government organization requesting corrective action be taken.

2.4 When services to be performed are of such a nature that the defect can not be corrected by re-performance, the government will have the right to require the contractor to take immediate steps to ensure that future performance of the services will be in conformity with contractual requirements and reduce the contract price to reflect the reduced value of the services performed.

2.5 If the contractor fails to achieve satisfactory performance, another CDR will be issued and the appropriate amount deducted from the contractor's payment. A third CDR should be the cause for consideration of a cure notice.

2.6 Depending on the overall performance of the contractor, an unsatisfactory reply to a cure notice should require a show cause letter to be issued, followed by consideration of termination of the contract.

Section 3 **SURVEILLANCE OF THE (QAE)**

3.1 The Contracting Officer's check of the QAE will be done by joint surveillance with the QAE.

3.2 Surveillance will be accomplished through periodic review of the QAE's checklist. Checklist items must be reviewed at least once a year with the QAE. A record of the surveillance will be made and will become a permanent part of the Contracting Officer's file. The contract administrator may make independent reviews of the contractor's performance.

3.3 The amount of surveillance specified will provide the Contracting Officer with sufficient "direct look" knowledge of the contractor's performance to promote sound decisions if government actions are indicated. This surveillance should ensure the contracting Officer of the QAE's performance.

3.4 During the surveillance checks, the Contracting Officer will verify that the QAE is performing inspections in accordance with the QAE's surveillance plan. Observations of one or two checks will be sufficient to verify the QAE's procedures. If defects are discovered in the QAE's performance, the Contracting Officer will notify the functional area chief and ensure the QAE receives the proper training.

94-2223 KY,LOUISVILLE 07/13/04

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2223

William W.Gross Division of | Revision No.: 22
Director Wage Determinations| Date Of Last Revision: 07/08/2004

States: Indiana, Kentucky

Area: Indiana Counties of Clark, Floyd, Harrison, Jefferson, Jennings, Scott
Kentucky Counties of Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry,
Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support and Clerical Occupations	
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01011 - Accounting Clerk I	10.03
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01012 - Accounting Clerk II	11.27
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01013 - Accounting Clerk III	14.22
01014 - Accounting Clerk IV	16.38
01030 - Court Reporter	15.50
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	10.36
01070 - Messenger (Courier)	9.13
01090 - Duplicating Machine Operator	10.36
01110 - Film/Tape Librarian	10.40
01115 - General Clerk I	8.42
01116 - General Clerk II	10.90
01117 - General Clerk III	12.18
01118 - General Clerk IV	14.91
01120 - Housing Referral Assistant	17.37
01131 - Key Entry Operator I	10.51
01132 - Key Entry Operator II	13.15
01191 - Order Clerk I	12.44
01192 - Order Clerk II	15.15
01261 - Personnel Assistant (Employment) I	12.83
01262 - Personnel Assistant (Employment) II	14.41
01263 - Personnel Assistant (Employment) III	15.93
01264 - Personnel Assistant (Employment) IV	18.13
01270 - Production Control Clerk	14.78
01290 - Rental Clerk	10.35
01300 - Scheduler, Maintenance	12.33
01311 - Secretary I	12.33
01312 - Secretary II	15.71
01313 - Secretary III	17.37
01314 - Secretary IV	21.06
01315 - Secretary V	22.70
01320 - Service Order Dispatcher	13.20
01341 - Stenographer I	12.46
01342 - Stenographer II	13.96
01400 - Supply Technician	20.83
01420 - Survey Worker (Interviewer)	12.81
01460 - Switchboard Operator-Receptionist	10.14
01510 - Test Examiner	15.71
01520 - Test Proctor	15.71
01531 - Travel Clerk I	10.79
01532 - Travel Clerk II	11.32
01533 - Travel Clerk III	11.85
01611 - Word Processor I	11.56
01612 - Word Processor II	13.37
01613 - Word Processor III	14.89
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.49
03041 - Computer Operator I	11.61
03042 - Computer Operator II	14.61
03043 - Computer Operator III	18.22
03044 - Computer Operator IV	19.51
03045 - Computer Operator V	21.60
03071 - Computer Programmer I (1)	17.19
03072 - Computer Programmer II (1)	22.82
03073 - Computer Programmer III (1)	26.24
03074 - Computer Programmer IV (1)	27.62

03101 - Computer Systems Analyst I (1)	25.98
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.61
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.63
05010 - Automotive Glass Installer	17.98
05040 - Automotive Worker	17.33
05070 - Electrician, Automotive	17.88
05100 - Mobile Equipment Servicer	14.22
05130 - Motor Equipment Metal Mechanic	18.63
05160 - Motor Equipment Metal Worker	16.55
05190 - Motor Vehicle Mechanic	18.63
05220 - Motor Vehicle Mechanic Helper	14.22
05250 - Motor Vehicle Upholstery Worker	16.58
05280 - Motor Vehicle Wrecker	17.33
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	17.33
05370 - Tire Repairer	13.74
05400 - Transmission Repair Specialist	18.63
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.85
07010 - Baker	9.66
07041 - Cook I	10.45
07042 - Cook II	11.60
07070 - Dishwasher	7.74
07130 - Meat Cutter	12.59
07250 - Waiter/Waitress	6.88
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.88
09040 - Furniture Handler	13.79
09070 - Furniture Refinisher	17.88
09100 - Furniture Refinisher Helper	14.20
09110 - Furniture Repairer, Minor	16.58
09130 - Upholsterer	17.88
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.66
11060 - Elevator Operator	8.70
11090 - Gardener	10.68
11121 - House Keeping Aid I	8.29
11122 - House Keeping Aid II	8.70
11150 - Janitor	9.17
11210 - Laborer, Grounds Maintenance	10.25
11240 - Maid or Houseman	8.29
11270 - Pest Controller	10.92
11300 - Refuse Collector	9.17
11330 - Tractor Operator	10.53
11360 - Window Cleaner	9.62
12000 - Health Occupations	
12020 - Dental Assistant	14.54
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.16
12071 - Licensed Practical Nurse I	13.41
12072 - Licensed Practical Nurse II	15.06
12073 - Licensed Practical Nurse III	16.83

12100 - Medical Assistant	11.33	
12130 - Medical Laboratory Technician	13.63	
12160 - Medical Record Clerk	13.01	
12190 - Medical Record Technician	14.89	
12221 - Nursing Assistant I	9.26	
12222 - Nursing Assistant II	10.40	
12223 - Nursing Assistant III	11.35	
12224 - Nursing Assistant IV	12.74	
12250 - Pharmacy Technician	12.19	
12280 - Phlebotomist	13.46	
12311 - Registered Nurse I	19.42	
12312 - Registered Nurse II	23.77	
12313 - Registered Nurse II, Specialist	23.77	
12314 - Registered Nurse III	28.76	
12315 - Registered Nurse III, Anesthetist	28.76	
12316 - Registered Nurse IV	34.44	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	20.25	
13011 - Exhibits Specialist I	16.35	
13012 - Exhibits Specialist II	20.25	
13013 - Exhibits Specialist III	24.77	
13041 - Illustrator I	16.35	
13042 - Illustrator II	20.25	
13043 - Illustrator III	24.77	
13047 - Librarian	19.81	
13050 - Library Technician	12.87	
13071 - Photographer I	13.52	
13072 - Photographer II	15.12	
13073 - Photographer III	17.03	
13074 - Photographer IV	20.83	
13075 - Photographer V	25.21	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.60	
15030 - Counter Attendant	7.60	
15040 - Dry Cleaner	10.36	
15070 - Finisher, Flatwork, Machine	7.60	
15090 - Presser, Hand	7.60	
15100 - Presser, Machine, Drycleaning	7.66	
15130 - Presser, Machine, Shirts	7.60	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.60	
15190 - Sewing Machine Operator	10.99	
15220 - Tailor	11.61	
15250 - Washer, Machine	8.85	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	17.88	
19040 - Tool and Die Maker	20.68	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	16.02	
21020 - Material Coordinator	14.78	
21030 - Material Expediter	14.78	
21040 - Material Handling Laborer	12.82	
21050 - Order Filler	12.37	
21071 - Forklift Operator	14.63	
21080 - Production Line Worker (Food Processing)	14.63	

21100 - Shipping/Receiving Clerk	12.99	
21130 - Shipping Packer	12.99	
21140 - Store Worker I	11.60	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.90	
21210 - Tools and Parts Attendant	14.63	
21400 - Warehouse Specialist	14.63	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	20.23	
23040 - Aircraft Mechanic Helper	15.29	
23050 - Aircraft Quality Control Inspector	20.96	
23060 - Aircraft Servicer	18.01	
23070 - Aircraft Worker	18.51	
23100 - Appliance Mechanic	17.88	
23120 - Bicycle Repairer	13.60	
23125 - Cable Splicer	23.01	
23130 - Carpenter, Maintenance	17.88	
23140 - Carpet Layer	17.33	
23160 - Electrician, Maintenance	20.53	
23181 - Electronics Technician, Maintenance I	18.99	
23182 - Electronics Technician, Maintenance II	19.70	
23183 - Electronics Technician, Maintenance III	20.44	
23260 - Fabric Worker	16.18	
23290 - Fire Alarm System Mechanic	21.16	
23310 - Fire Extinguisher Repairer	15.99	
23340 - Fuel Distribution System Mechanic	21.16	
23370 - General Maintenance Worker	17.33	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.63	
23430 - Heavy Equipment Mechanic	18.63	
23440 - Heavy Equipment Operator	18.63	
23460 - Instrument Mechanic	18.63	
23470 - Laborer	12.85	
23500 - Locksmith	17.88	
23530 - Machinery Maintenance Mechanic	20.98	
23550 - Machinist, Maintenance	18.63	
23580 - Maintenance Trades Helper	14.08	
23640 - Millwright	21.90	
23700 - Office Appliance Repairer	17.88	
23740 - Painter, Aircraft	17.88	
23760 - Painter, Maintenance	17.88	
23790 - Pipefitter, Maintenance	21.68	
23800 - Plumber, Maintenance	18.92	
23820 - Pneudraulic Systems Mechanic	21.16	
23850 - Rigger	18.63	
23870 - Scale Mechanic	19.69	
23890 - Sheet-Metal Worker, Maintenance	18.63	
23910 - Small Engine Mechanic	17.33	
23930 - Telecommunication Mechanic I	19.99	
23931 - Telecommunication Mechanic II	20.71	
23950 - Telephone Lineman	19.99	
23960 - Welder, Combination, Maintenance	18.63	
23965 - Well Driller	18.63	
23970 - Woodcraft Worker	18.63	
23980 - Woodworker	16.02	
24000 - Personal Needs Occupations		

24570 - Child Care Attendant	8.81	
24580 - Child Care Center Clerk	10.99	
24600 - Chore Aid	8.48	
24630 - Homemaker	12.19	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	20.86	
25040 - Sewage Plant Operator	19.57	
25070 - Stationary Engineer	20.86	
25190 - Ventilation Equipment Tender	15.28	
25210 - Water Treatment Plant Operator	17.88	
27000 - Protective Service Occupations		
(not set) - Police Officer	18.61	
27004 - Alarm Monitor	12.58	
27006 - Corrections Officer	13.64	
27010 - Court Security Officer	15.59	
27040 - Detention Officer	13.64	
27070 - Firefighter	14.37	
27101 - Guard I	9.50	
27102 - Guard II	14.97	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	17.06	
28020 - Hatch Tender	17.06	
28030 - Line Handler	17.06	
28040 - Stevedore I	16.66	
28050 - Stevedore II	18.06	
29000 - Technical Occupations		
21150 - Graphic Artist	21.68	
29010 - Air Traffic Control Specialist, Center (2)	29.93	
29011 - Air Traffic Control Specialist, Station (2)	20.63	
29012 - Air Traffic Control Specialist, Terminal (2)	22.72	
29023 - Archeological Technician I	14.47	
29024 - Archeological Technician II	16.27	
29025 - Archeological Technician III	20.10	
29030 - Cartographic Technician	20.10	
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.57	
29040 - Civil Engineering Technician	24.71	
29061 - Drafter I	13.60	
29062 - Drafter II	16.07	
29063 - Drafter III	17.83	
29064 - Drafter IV	20.10	
29081 - Engineering Technician I	18.62	
29082 - Engineering Technician II	20.92	
29083 - Engineering Technician III	23.40	
29084 - Engineering Technician IV	29.00	
29085 - Engineering Technician V	35.45	
29086 - Engineering Technician VI	42.89	
29090 - Environmental Technician	19.14	
29100 - Flight Simulator/Instructor (Pilot)	27.24	
29160 - Instructor	20.96	
29210 - Laboratory Technician	17.37	
29240 - Mathematical Technician	24.19	
29361 - Paralegal/Legal Assistant I	17.95	
29362 - Paralegal/Legal Assistant II	24.77	
29363 - Paralegal/Legal Assistant III	26.80	

29364 - Paralegal/Legal Assistant IV	32.39	
29390 - Photooptics Technician	21.41	
29480 - Technical Writer	23.06	
29491 - Unexploded Ordnance (UXO) Technician I	19.02	
29492 - Unexploded Ordnance (UXO) Technician II	23.01	
29493 - Unexploded Ordnance (UXO) Technician III	27.58	
29494 - Unexploded (UXO) Safety Escort	19.02	
29495 - Unexploded (UXO) Sweep Personnel	19.02	
29620 - Weather Observer, Senior (3)	22.12	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.94	
29622 - Weather Observer, Upper Air (3)	19.94	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.62	
31260 - Parking and Lot Attendant	9.56	
31290 - Shuttle Bus Driver	13.46	
31300 - Taxi Driver	10.20	
31361 - Truckdriver, Light Truck	15.90	
31362 - Truckdriver, Medium Truck	16.56	
31363 - Truckdriver, Heavy Truck	17.23	
31364 - Truckdriver, Tractor-Trailer	17.23	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	9.00	
99030 - Cashier	7.60	
99041 - Carnival Equipment Operator	8.93	
99042 - Carnival Equipment Repairer	9.04	
99043 - Carnival Worker	7.57	
99050 - Desk Clerk	8.81	
99095 - Embalmer	18.23	
99300 - Lifeguard	9.99	
99310 - Mortician	20.56	
99350 - Park Attendant (Aide)	12.55	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.33	
99500 - Recreation Specialist	9.83	
99510 - Recycling Worker	9.21	
99610 - Sales Clerk	10.82	
99620 - School Crossing Guard (Crosswalk Attendant)	7.67	
99630 - Sport Official	9.99	
99658 - Survey Party Chief (Chief of Party)	15.70	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.23	
99660 - Surveying Aide	13.79	
99690 - Swimming Pool Operator	12.68	
99720 - Vending Machine Attendant	11.56	
99730 - Vending Machine Repairer	13.39	
99740 - Vending Machine Repairer Helper	11.56	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor,

wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.